

**IN THE CIRCUIT COURT FOR GREENE COUNTY, TENNESSEE
AT GREENEVILLE**

**IBSA A. SHAYMO, and wife,
HAWI MUHAMMED,**

Plaintiffs,

-vs-

**CHANDLER PARKASH, ARKTEK XPRESS, LTD
ABAJEBEL KEREM, and
AMERICAN TRANSPORTATION, LLC.**

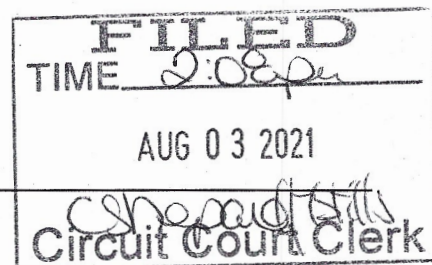
Defendants.

COMPLAINT

STATE OF TENNESSEE, GREENE COUNTY:
I, Chris Shepard, Circuit Court Clerk (Circuit
Criminal, Sessions, Juvenile) do hereby certify that
the foregoing is a true and exact copy of the
original Complaint in the above styled case
as the same appears of record on file in my office.
WITNESS my hand and official seal of office
Greenville, Tennessee, this 3 of August 2021
C. Shepard TS/LLS
Circuit Court Clerk

JURY DEMAND

No. CC21CV023BB



Come the Plaintiffs, Ibsa A. Shaymo and wife, Hawi Muhammed, and for their cause of action against Defendants, Chandler Parkash, Arktek Xpress Ltd, Abajebel Kerem and American Transportation, would state and show as follows:

1. The Plaintiffs, Ibsa A. Shaymo and wife, Hawi Muhammed, reside in Davidson County, Tennessee at 113 Painter Drive, Antioch, Tennessee 37013. Plaintiffs bring this lawsuit for money damages for the personal injuries sustained by Plaintiff Ibsa A Shaymo arising out of a vehicular accident which occurred in Greene County, Tennessee on or about September 8, 2020.

2. a. Defendant, Chandler Parkash, to the best of Plaintiffs' knowledge and belief, resides in Canada at 13088 67A Ave., Surrey, BC, Canada V3W846. and his last known telephone number is 604-671-0180. At the time of this crash, Defendant Parkash was driving a 2019 Freightliner tractor/trailer;

b. Defendant, Arktek Xpress, LTD, is a limited liability entity operating under USDOT 2824630 out of British Columbia, Canada and may be served on the person in charge on site of Arktek Xpress LTD at 13088 67A Ave., Surrey, BC Canada V3W846. Their last known

telephone number is 604-671-.0180.

c. Defendant, Abajebel Kerem, to the best of Plaintiffs' knowledge and belief, resides in the State of Georgia at 4368 Grand Central Parkway, Decatur, Georgia 30035. His last known telephone number is 843-360-9921. At the time of this crash, Defendant Abajebel Kerem was driving a 2020 Volvo Trailer-tr2019 Freightliner tractor/trailer;

d. Defendant, American Transportation, LLC, is a limited liability entity operating under USDOT 3137373 and may be served on the owner/registered agent, Bouchra Baihoum at 1204 Rosehaven Drive, Myrtle Beach, SC 29577 or 307 Broadway Street Myrtle Beach, SC 29577. Their last known telephone number is 843-999.0632.

3. The accident which is the basis of this action occurred in Greene County, Tennessee and, therefore, the proper jurisdiction and venue for this action is Greene County, Tennessee.

4. The evening of Tuesday, September 8, 2020 at or around 6:43 p.m., Plaintiff Ibsa A. Shaymo, driving the 2015 Freightliner tractor-trailer rig on behalf of Black Lion Trucking, was traveling south in Lane #1 of Interstate 81 in Greene County, Tennessee. At the same time, Defendant Chandler Parkash driving a 2019 Freightliner tractor/trailer on behalf of Defendant Arktek Xpress, LTD at a speed that was excessive under the conditions, was northbound in Lane #1 of Interstate 81 negligently and recklessly attempted to change lanes into northbound Lane #2 of Interstate 81 striking the 2020 Volvo tractor-trailer of American Transportation, LLC driven by Defendant Abajebel Kerem at a speed that was excessive under the conditions, who recklessly carelessly swerved left toward the median onto the shoulder of the highway. Both defendant driver Parkash in the Arktek Xpress LTD vehicle and Defendant Kerem in the American Transportation LLC vehicle then went through the median in tandem entering the southbound

lanes of Interstate 81 forcefully crashing into Plaintiff's vehicle causing it to roll over. Plaintiff Ibsa A. Shaymo sustained serious injuries and was transported via ambulance to Johnson City ER of Holston Valley Medical Center.

5. Plaintiff Ibsa A. Shaymo, experienced immediate pain following this accident, and has suffered a great deal due to the Defendant drivers' recklessness and excessive speed which was the direct cause of the crash on September 8, 2020.

6. The Defendant driver Chandler Parkash, is liable to the Plaintiff for common law and statutory negligence as follows:

- (a) Defendant driver failed to keep a proper lookout ahead in the direction in which he was traveling;
- (b) Defendant driver failed to maintain the vehicle which he was operating under due and proper control;
- (c) Defendant driver negligently drove his vehicle into Plaintiff's vehicle;
- (d) Defendant driver failed to use due care under the circumstances;
- (e) Defendant driver failed to apply his brakes, or his brakes were improperly adjusted, or he did not begin to apply his brakes in time to avoid this mishap;
- (f) Defendant driver failed to yield the right-of-way to the Plaintiff's vehicle in violation of T.C.A. §55-8-128;
- (g) T.C.A. § 55-8-136(b), by failing to exercise due care to avoid colliding with any other motor vehicle being driven upon any roadway;
- (h) Defendant driver drove his vehicle in willful and wanton disregard for the safety of persons' property in violation of T.C.A. §55-10-205;
- (I) Defendant drove his vehicle to the left of center of the roadway in violation of

T.C.A. §55-8-115;

- (j) Defendant drove his vehicle across the dividing section of the highway in violation of T.C.A. 55-8-125.

7. Plaintiffs aver that at the time of said collision, Defendant Parkash was operating a vehicle owned and/or leased and maintained by Defendant Arktek Xpress, LTD as agent for and upon the business of Defendant Arktek Xpress, LTD and the negligence of the Defendant Parkash is imputed to the Defendant, Arktek Xpress, LTD for negligent entrustment by negligently entrusting this vehicle to Defendant Parkash and within the purview of respondeat superior.

8. The Defendant Parkash was negligent in driving the vehicle on behalf of Arktek Xpress, LTD at an excessive speed and was reckless on the date of the crash herein described.

9. The Defendant, Arktek Xpress, Ltd, was negligent in hiring and retaining its employee, Chandler Parkash, and had failed to properly screen Defendant Parkash as an applicant for employment and continued employment.

10. The Defendant driver Abajebel Kerem is liable to the Plaintiff for common law and statutory negligence as follows:

- (a) Defendant driver failed to keep a proper lookout ahead in the direction in which he was traveling;
- (b) Defendant driver failed to maintain the vehicle which he was operating under due and proper control;
- (c) Defendant driver negligently drove his vehicle into Plaintiff's vehicle;
- (d) Defendant driver failed to use due care under the circumstances;
- (e) Defendant driver failed to apply his brakes, or his brakes were improperly

adjusted, or he did not begin to apply his brakes in time to avoid this mishap;

- (f) Defendant driver failed to yield the right-of-way to the Plaintiff's vehicle in violation of T.C.A. §55-8-128;
- (g) T.C.A. § 55-8-136(b), by failing to exercise due care to avoid colliding with any other motor vehicle being driven upon any roadway;
- (h) Defendant driver drove his vehicle in willful and wanton disregard for the safety of persons' property in violation of T.C.A. §55-10-205;
- (I) Defendant drove his vehicle to the left of center of the roadway in violation of T.C.A. §55-8-115;
- (j) Defendant drove his vehicle across the dividing section of the highway in violation of T.C.A. 55-8-125.

11. Plaintiffs aver that at the time of said collision, Defendant Kerem was operating a vehicle owned and/or leased and maintained by Defendant American Transportation LLC as agent for and upon the business of Defendant American Transportation LLC and the negligence of the Defendant Kerem is imputed to the Defendant, American Transportation LLC for negligent entrustment by negligently entrusting this vehicle to Defendant Kerem and within the purview of respondeat superior.

12. The Defendant Kerem was negligent in driving the vehicle on behalf of American Transportation LLC at an excessive speed and was reckless on the date of the crash herein described.

13. The Defendant, American Transportation, LLC was negligent in hiring and retaining its employee, Abajebel Kerem and had failed to properly screen Defendant Kerem as an applicant for employment and continued employment.

13. As a result of Defendants' negligence, Plaintiff Ibsa A. Shaymo, has sustained serious and painful injuries, and has incurred expenditures and obligations for medical and hospital care and attention, and Plaintiff is informed and believes, and on such information and belief alleges that it will be necessary for him in the future to expend further sums for medical care and attention, the exact amount of all such expenses and obligation to be incurred by Plaintiff is to be determined. Further, as a result of Defendant's negligence, Plaintiff has been unable to perform many of the duties he was once able to perform with ease and has sustained a loss of enjoyment of life as a result of the above-mentioned mishap, all of which is continuing.

14. Plaintiffs Ibsa A. Shaymo and Hawi Muhammed aver that they are husband and wife and have resided together at all relevant times hereto. As a result of the injuries received by Plaintiff Ibsa A. Shaymo in the accident, Plaintiff Hawi Muhammed has been required to perform services for her husband and the accident has had a negative impact on the parties' marriage, causing Plaintiff, Hawi Muhammed, to suffer the loss of her husband's services, society and counsel. She has been forced to become responsible for medical expenses, all of which entitles her to a judgment against Defendants for her loss of consortium due to her husband's injuries which were the direct and proximate result of Defendant's acts of negligence.

15. Pursuant to Tennessee Code Annotated, Plaintiff is serving his uninsured / underinsured motorist carrier, Northland Insurance Company.

WHEREFORE, Plaintiffs pray:

1. For service of process to issue requiring the Defendants to answer within the time prescribed by law, but the oath to their answer is hereby waived.
2. For judgment damages against the Defendants in an amount which is fair and reasonable, in dollars of the United States as compensation for the property damage and personal

injuries suffered by the Plaintiff as the proximate result of the negligence of the Defendants but in no event to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00).

3. For such other, further and general relief to which the Plaintiffs may be entitled.

Respectfully submitted,



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COST BOND

I am surety for costs of this cause as contemplated pursuant to T.C.A. §20-12-120 et seq.



Stanley A. Davis